U.S. Department of Justice

Washington, DC 20530

OMB NO. 1124-0004; Expires February 28, 2014

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Name of Registrant The Raben Group		2. Registration No. 5932			
	Check App	propriate Box:			
4. 🗵	The agreement between the registrant and the above-name checked, attach a copy of the contract to this exhibit.	ed foreign principal is a formal written contract. If this box is			
5. 🗌	There is no formal written contract between the registrant foreign principal has resulted from an exchange of corresponding to the contract between the registrant foreign principal has resulted from an exchange of corresponding to the contract between the registrant foreign principal has resulted from an exchange of corresponding to the contract between the registrant foreign principal has resulted from an exchange of corresponding to the contract between the registrant foreign principal has resulted from an exchange of corresponding to the contract between the registrant foreign principal has resulted from an exchange of corresponding to the contract between the registrant foreign principal has resulted from an exchange of corresponding to the contract between the registrant foreign principal has resulted from an exchange of corresponding to the contract between the contract between the registrant foreign principal has resulted from an exchange of corresponding to the contract between the contract bet	and the foreign principal. The agreement with the above-name			
		which has been adopted by reference in such correspondence.			
6. 🗆	The agreement or understanding between the registrant an contract nor an exchange of correspondence between the proposal version of the contract nor an exchange of correspondence between the proposal version of the contract nor an exchange of correspondence between the proposal version of the contract nor an exchange of correspondence between the proposal version of the contract nor an exchange of correspondence between the proposal version of the contract nor an exchange o		ow of		
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8.	8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.						
	See Attachment						
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		•					
0	Will the estivities on	habalf of the above fernion	nringinal include nelit	ical activities as defined in Section	I(a) of the Act and in		
9.	the footnote below?	Yes ⊠ No □	principal include poin	ical activities as defined in Section	r(0) of the Act and in		
	If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.						
	See Attachment						
EXECUTION							
I	n accordance with 28	U.S.C. § 1746 the undersign	ned swears or affirms	under penalty of perjury that he/she	has read the		
i	nformation set forth i	n this Exhibit B to the registr	ation statement and th	at he/she is familiar with the conten			
C	contents are in their er	ntirety true and accurate to th	e best of his/her know	ledge and belief.			
Da	ate of Exhibit B	Name and Title		Signature			
	1/28/2010	Robert Raben, President		1 Think Thy			
Foo	otnote: Political activity as de	efined in Section 1(o) of the Act means	s any activity which the person	on engaging in believes will, or that the person in	itends to, in any way influence		

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT BETWEEN KUYKENDALL & ASSOCIATES, P.C. AND THE RABEN GROUP, LLC

This Agreement between Kuykendall & Associates, P.C. ("Kuykendall"), 531 Convent Avenue, Tucson, AZ 85701-2612, and The Raben Group, LLC ("The Raben Group"), 1640 Rhode Island Avenue, NW, Suite 600, Washington, DC 20036, Tax ID # 52-2296319, sets forth as follows:

- 1. Kuykendail has retained the services of The Raben Group to develop and execute a federal lobbying and communications strategy relating to the enforcement of the Avena judgment of the International Court of Justice, following the decision of the U.S. Supreme Court in Medellin v. Texas. Katharine Huffman will serve as the primary representative of The Raben Group. Other Raben Group professionals will assist her as needed. Gregory J. Kuykendall will serve as the primary representative of Kuykendall.
- 2. The term of this Agreement is from 1 January, 2009 through 31 December, 2009.
- 3. Ms. Huffman, as the representative of The Raben Group, shall report directly to Greg Kuykendall and others as he directs. She will assist with the following activities:
 - Ongoing development and execution of a comprehensive lobbying and communications strategy directed at key members and staff at the White House, relevant federal agencies, congressional committees, and/or other opinion leaders and decision makers with an influence on the implementation of the Avena judgment.
 - Identification of key constituent voices and third-party validators, or "grasstops," who will lend their critical support to our efforts.
 - Ongoing development of materials to support the lobbying and communications program, including (as appropriate) fact sheets, Hill briefings, Dear Colleagues, one-minute speeches and other communications vehicles.
 - Regular strategy sessions with the client and other appropriate personnel.

Any work performed by The Raben Group outside of the responsibilities listed herein must be approved in advance by Mr. Kuykendall,

- 4. In consideration for these services, Kuykendall shall compensate The Raben Group in the amount of \$15,000 per month for the period from 25 April, 2008 through 30 October, 2008. In addition, Kuykendall will cover any project-related expenses (See (5.) below). Upon receipt and approval of its monthly invoice, payment will be made within 15 days.
- 5. The Raben Group will be reimbursed for any legitimate project-related expenses incurred in connection with this Agreement, including electronic research, meals, travel, and incidentals. Payment will be effected by Kuykendall upon approval of expense report(s) supported by original receipts and invoices. Any expense in excess of \$100 will be pre-approved by Mr. Kuykendall.
- 6. The Raben Group shall indemnify and hold harmless Kuykendall, its officers and employees against all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly, arising out of, or as a result of any act or omission by The Raben Group, its employees, agents or subcontractors in the performance of this Agreement.
- 7. The Raben Group and its employees, agents and subcontractors agree to maintain confidentiality with respect to proprietary and confidential information it has obtained with respect to its work under this Agreement. Confidentiality shall survive the termination of the agreement.

- 8. This Agreement represents the totality of the agreement between the parties and may be modified and/or any provision thereof may be waived only by a writing signed by both parties.
- 9. Bither party may terminate this Agreement with or without cause upon written notice. Each party agrees that if the Agreement is terminated, each party will fulfill the responsibilities to which it has committed prior to the time that notice of termination is given.
- 10. The parties agree to retain their senses of humor,

In Witness Whereof, the parties have signed or caused their duly authorized representatives to sign this Agreement on the dates stated below.

	Kuykendall & Associates, P.C.	The Raben Group, LLC	
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	Gregory J. Kuykendall	Robert Rabon	
	Partier	President	
DAȚE:		DATB: 1/9/09	